



Loudoun County, Virginia

INVITATION FOR BID

EASTGATE PARK AND RIDE LOT

ACCEPTANCE DATE: Prior to 4:00 p.m., May 1, 2014 "Atomic" Time

IFB NUMBER: QQ-01853

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
One Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

PLEASE NOTE:

Two (2) Mandatory Pre-Bid Conferences will be held. The Mandatory Pre-Bid Conferences will be held in the large conference room at 211 Gibson Street, Leesburg Virginia, 20175 for clarification of any questions on the Project scope of work, specifications and site conditions. This is the Jackson Office Building. Please park and enter in the back of the building. **The first will be held on April 8, 2014 at 1:00 p.m. and the second on April 10, 2014 at 1:00 p.m.** **Attendance at one of the Pre-Bid Conferences is mandatory for all bidders. Failure to attend one of these conferences will result in your bid being deemed non-responsive and rejected. Bidders must be present prior to the beginning of the conference. Bidders must sign in with the Procurement Representative as record of attendance. Late entry to the Pre-Bid Conferences will not be permitted.**

Plans and specifications CDs, and bid forms may be picked up at the Division of Procurement at the address above between the hours of 9:00 a.m. and 5:00 p.m. weekdays or call (703) 777-0403. Each CD contains a geotechnical report. A geotechnical report release form must be signed and submitted prior to obtaining a CD.

The terms and conditions contained in this Invitation for Bid and in the County-Contractor Agreement are not negotiable.

Requests for information related to this Invitation should be directed to:

Christopher Bresley, CPPB

Contracting Officer

(703) 777-0394

E-mail address: Christopher.Bresley@loudoun.gov

This document can be downloaded from our web site:

www.loudoun.gov/procurement

Issue Date: April 1, 2014

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION
AS SOON AS POSSIBLE .

INVITATION FOR BID
EASTGATE PARK AND RIDE

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ATTACHMENT I: COUNTY-CONTRACTOR AGREEMENT
ATTACHMENT II: ESCROW AGREEMENT
ATTACHMENT III: GENERAL CONDITIONS
ATTACHMENT IV: PLANS & SPECIFICATIONS on CD

Authorized By: _____ s/Christopher Bresley, CPPB Date: April 1, 2014
Contracting Officer

EASTGATE PARK AND RIDE LOT

1.0 PURPOSE

The Intent of this Invitation for Bid (IFB) is to obtain the services of a qualified General Contractor to construct the Eastgate Park and Ride Lot ("project").

The Eastgate Park and Ride Lot project is located at 43664 Tall Cedars Parkway in Chantilly, Virginia, 20152. The parcel is 16.3144 acres and is identified by PIN 097-15-9769. The project consists of the construction of off-street parking totaling 218 parking spaces (including 7 handicap spaces) and all associated appurtenances. Additionally, the project includes the construction of a lighted soccer field with an additional 63 parking spaces (including three (3) handicap spaces). Buildings included in this project are one (1) restroom and one (1) pavilion.

The Eastgate Park and Ride Lot project is located within a residential area; therefore adherence to all local and state ordinances for work hours and sound levels will be strictly enforced.

This project shall be considered "unclassified" from existing grade to subgrade. All costs associated with the removal, haul-off, and disposal of unsuitable soils (including rock) found between existing grade and subgrade shall be borne by the Contractor. The County requests that the bidders provide a Unit Price for the excavation, haul-off, and disposal of unsuitable soils to remediate subgrade in the event that the subgrade itself is unsuitable. Unit prices shall be included on the Pricing Page. In addition, the Unit Price shall include the import of suitable material, and the placing and compacting of suitable materials in accordance with the project specifications. Bidders shall assume 1,000 CY of unsuitable material that may be encountered. The bidder's price shall include both the Unit Price and the extended price based on the assumed quantity of unsuitable material listed above. Evaluation of the bids will be inclusive of both the base bid and the extended price for unsuitable soils. This extended price for unsuitable soils remediation at subgrade level will be held as an owner's allowance in the final contract price and will be paid to the Contractor on a "per occurrence" basis, with any remaining allowance being returned to the Owner at the completion of the project.

Furthermore, the Contractor will be responsible for the removal of all vegetation as required by the Contract documents, to include, hauling and disposal off-site. Excess top soil, spoils, and rock shall be removed from the site. Hauling and disposal of these materials shall be included in this contract.

Should the Contractor require the import of suitable materials, then the Contractor shall be responsible for the cost of the suitable materials, inclusive of hauling.

The Contractor shall be responsible for all surveying to ensure the project is installed per the Contract Documents. Any deviations from the Contract Documents shall be specifically requested via Request for Information (RFI) submitted to the Architect/Engineer of Record. All deviations shall be noted in the Contractor's "Record Set" of Construction Plans. Upon completion of the project, three (3) sets of "Record Set" Construction Plans shall be provided to the County.

- 1.1 The County will require the Contractor awarded this project to use e-Builder Construction Program Management Software. The County will purchase one (1) license for the Contractor's use and will provide training for the Contractor to ensure proficiency as recommended by e-Builder. The license and training will be provided to the Contractor at no cost prior to official Notice to Proceed. Further training for lacking proficiency will be the responsibility of the Contractor.

The Contractor is required to use e-Builder software for all project management documentation and correspondence, including but not limited to: RFI's, submittals, meeting minutes, pay applications, potential change orders/change orders, close-out documentation, etc. Contact e-Builder for further information at www.e-builder.net or 1-800-580-9322.

- 1.2 The soccer field lighting basis of design (BOD) used for modeling of technology and lighting levels contained in the specifications for this IFB is Musco Sports Field Lighting Products. The use of Musco Sports Field Lighting Products to define product requirements does not restrict bidders from bidding alternate manufacturers as long as bidders provide documentation that the manufacturers being offered meet the minimum specifications contained in this IFB. The County, at its sole discretion, will determine which sports field lighting systems meet the desired specifications. No products will be approved or reviewed prior to bid. Refer to IFB Sections 19.26 and 19.27 for additional information.

2.0 COMPETITION INTENDED

It is the County's intent that this IFB permits competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close.

3.0 MINIMUM QUALIFICATIONS AND WORK PLAN REQUIREMENTS

Bidders must demonstrate that they have the resources and capability to provide the materials and services as described herein. All bidders must submit the documentation indicated below with their bid. Failure to provide any of the

required documentation shall be cause for bid to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this Contract:

- 3.1 All bidders shall include with their bids a list of three (3) references for whom comparable work has been successfully completed in the last five (5) years. Lists are to include names and locations of projects, project descriptions of sufficient detail to allow determination of projects size and scope, sport lighting technology provided, contract costs, contract schedule milestones, and names, addresses, current phone numbers, and e-mail addresses of architects and owners. Bidder hereby releases listed references from all claims and liability for damages which may result from the information provided by the reference.
- Comparable work would include the construction of parking lots of similar scope to the contract documents contained herein. Indicate any additional facilities such as restrooms, pavilions, athletic fields or athletic field lighting that were a component of the project.
 - A successfully completed project shall include: that the project was completed within the contract time, including any owner approved time extensions, that the project was completed at or below the contract award amount, including any subsequent owner approved cost change orders, that the project was completed in accordance with the contract documents.
- 3.2 Bidder shall self-perform twenty five percent (25%) of the value of the Work satisfactorily (in the sole judgment of the County) and explain how bidder will comply with the requirement to self-perform twenty-five percent (25%) of the value of the Work. (See attached form at pages 24 and 25). Identify the work items contained in the plans and specifications that will be self-performed. Self-performance is defined as tradesman/craftsman employed by the bidder or equipment owned or leased by the bidder that is actually performing the Work and does not include overhead, profit, purchase of materials or labor associated with Project Management.

4.0 SPECIFICATIONS

The work to be performed as a result of this IFB shall be in accordance with the plans and specifications prepared by Patton Harris Rust & Associates (civil) dated December (3/17/2014 Bid Set), 2012 and Shaffer Wilson Sarver & Gray (electrical) dated February 28, 2014.

- 4.1 Athletic Field Lighting Warranty and Maintenance Requirements: The warranty and maintenance requirements identified below shall be included in the Base Bid, Lump Sum Price.

1. The lighting system manufacturer shall provide all materials and labor to ensure all lighting components, including lamps, remain in good operating conditions for a ten year period.
2. The lighting system manufacturer shall provide all materials and labor to ensure the lighting systems performs as designed, throughout the maintenance period of 7,500 service hours or 15 years, whichever occurs first. During the maintenance period the manufacturer shall:
 - a. Maintain on-field and off field light levels to the specified horizontal average luminance level for each field. Off field light levels shall be based on the "B" Standard as stated in the Loudoun County Department of Parks, recreation and Community Services (PRCS) Design and Construction Standards.
 - b. Group relamp all fixtures based on an annual usage of 500 hours per year over 15 years and lamps must be replaced every 750 hours. This replacement schedule is in accordance with recommendations in the Pennsylvania State University report "Empirical Light Loss Factors for Sports Lighting". Manufacturers using any form of lumen maintenance technology may use a different group relamp schedule as long as an independent test report verifying the relamp schedule is submitted and approved
 - c. Spot-replace individual lamps when 10% of the lamps are extinguished on the entire field or more than one lamp is extinguished on any one pole.
3. All repairs shall be made within two (2) weeks of notification
4. External Loss or Damage Repair –County may authorize manufacturer to complete maintenance, repair or replacement of non-covered items for an additional fee.
5. Service Contact - Manufacturer shall provide a toll-free number to a full-time service department which shall be staffed by qualified repair personnel.
6. Assurance Guarantee - Manufacturer shall be responsible for and provide the warranty and maintenance services. To assure full compliance with this warranty, the manufacturer shall provide the County with a service contract covering the ten year warranty period and for the fifteen year maintenance period, or the number of hours specified in the Contract, whichever occurs first.
7. Access to the poles – The Contractor shall review the site and make all required provisions to access poles for service and re-lamping. Driving on the field surface shall be avoided. Where driving on the fields for servicing and re-lamping can't be avoided

the Contractor must protect the fields with plywood and restore any damaged areas and improvements to their original condition at no cost to the County. The Contractor may wish to consider a climbing system and service platform where pole access is a concern.

- A. Training Requirements: The training requirements identified below shall be included in the Base Bid, Lump Sum on the Price.
 - 1. The lighting system manufacturer shall provide all written materials and labor to train park personnel on the operation of the lighting system – both manual and remote access operation.
 - 2. The lighting system manufacturer shall video record all training sessions and provide a copy of the video recordings to the County.
- B. Light Spill: Ball field lighting levels at the County's property line shall conform to the horizontal foot candle levels on the special exception plat in accordance with the Conditions of Approval of Special Exception SPEX 2012-0035.
- C. Light Pole Foundations: After Contract award, the Contractor shall submit for approval, the light pole foundation design, in accordance with the 2009 Edition of the International Building Code, 90mph wind speed, and exposure C. The foundation design must be stamped by a Virginia licensed and registered professional engineer.

5.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing, not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such a clarification request, will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

6.0 BUSINESS, PROFESSIONAL, AND OCCUPATIONAL LICENSE REQUIREMENT

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

7.0 PAYMENT OF TAXES

All Contractors located or owning property in Loudoun County during the initial term of the Contract or any renewal period shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

8.0 NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, the County may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

9.0 ETHICS IN PUBLIC CONTRACTING

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

10.0 EMPLOYMENT DISCRIMINATION BY CONTRACTORS PROHIBITED

Every Contract of over \$10,000 shall include the following provisions:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subContractor or vendor.

11.0 DRUG-FREE WORKPLACE

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

12.0 FAITH-BASED ORGANIZATIONS

The County does not discriminate against faith-based organizations.

13.0 EXEMPTION FROM TAXES

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

14.0 CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BONDS

The following bonds or security shall be delivered to the County and shall become binding on the parties upon the execution of the Contract:

- A A performance bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the faithful performance of the Contract in strict conformity with the plans, specifications and conditions of the Contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract; and
- B A payment bond satisfactory to the County, executed by a surety company authorized to do business in Virginia with a Best's Key Rating of Level A or better and in a financial size of Class VII or higher, or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Contractor or its subContractors for the performance of the work provided for in the Contract. Labor and materials shall include public utility services and reasonable rentals of equipment, but only for the periods when the equipment rented is actually used at the site. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the Contract.
- C. The amount of the performance and payment bonds shall increase without the necessity of any action by the County, to the same extent the Contract Price increases due to changes.
- D. All sureties providing bonds shall give written notice to the County at least thirty (30) days prior to the expiration or termination of the bond(s).
- E. If at any time, any surety or sureties become insolvent or are determined by the Owner to be unable to adequately secure the interests of the County, the Contractor shall within thirty (30) days after such notice from County to do so, substitute an acceptable bond(s) in such form and sum and signed by such other sureties as may be satisfactory to County. The premium on

such bond(s) shall be paid by the Contractor at no additional cost to the County provided reasonable justification can be provided by the County for its determination.

- F. A prime Contractor shall not be precluded from requiring each sub-Contractor to furnish a payment bond with surety thereon in an amount equal to one hundred percent (100%) of the Contract with such sub-Contractor.

15.0 CONSTRUCTION CONTRACT BOND FORMS AND COPIES; ALTERNATIVE FORMS

In lieu of a payment or performance bond, the Contractor may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a Contractor may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

16.0 CONSTRUCTION CONTRACT RETAINAGES

The Contractor shall be paid ninety-five percent (95%) of the earned sum when payment is due, with not more than five percent (5%) being retained to assure faithful performance of the Contract. All amounts withheld may be included in the final payment. Any subcontract which provides for similar progress payments shall be subject to the same limitations.

17.0 ESCROW ACCOUNT FOR RETAINED FUNDS

Provided the Bid price exceeds \$200,000.00 and subject to the provisions of § 2.2-4334 of the Virginia Public Procurement Act, the bidder shall have the option to request use of an escrow account procedure for utilization of funds retained by the County, and may request use of this option by so indicating in the space provided on the Bid Form. If the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included with this bid shall be executed by the Contractor and submitted to the Purchasing Agent within fifteen (15) calendar days of notification by the County that its bid has been accepted. If the "Escrow Agreement" is not submitted within the fifteen (15) day period, the Contractor shall forfeit such rights to the use of the escrow account procedure.

In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute an Escrow Agreement form and submit same to the County for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The Escrow Agreement form shall contain the complete address of the escrow agent and surety, and an executed escrow agreement will be authority for the County Administrator, or his designee,

to make payment of retained funds to the escrow agent. After approving the Escrow Agreement, the County will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent.

The escrow agent may, in accordance with stipulations contained in the Escrow Agreement, invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.

Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the County Administrator, or his designee. When the final pay application is released for payment, the County will direct the escrow agent to settle the escrow account by paying the Contractor or the County monies due them as determined by the County Administrator, or his designee. The County reserves the right to recall retained funds and to release same to the surety upon receipt of written requests from the Contractor or in the event of default.

18.0 AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

19.0 INSTRUCTIONS TO BIDDERS

19.1 Preparation and Submission of Bids

- A. Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required.
- C. All bids must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the IFB number, time and date of opening and the title of the IFB.

- D. All bids shall be signed in ink by the individual or authorized principals of the firm.
- E. All attachments to the Invitation for Bid requiring execution by the firm are to be returned with the bids.
- F. Bids must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date identified on the cover of this IFB. An atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Bidders mailing their bids shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. Bids or unsolicited amendments to bids received by the County after the acceptance date and time will not be considered. Bids will be publicly accepted and logged in at the time and date specified above.
- G. Bids may be either mailed or hand delivered to One Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed bids will not be accepted.
- H. Each firm shall submit one (1) original of their bid to the County's Division of Procurement as indicated on the cover sheet of this Invitation for Bid.

19.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all bidders. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, time and date of opening and the title of the IFB. . Material questions will be answered in writing with an Addendum provided, however, that all questions are received **by 5:00 p.m. Friday, April 18, 2014**. It is the responsibility of all bidders to ensure that they have received all Addendums and to include signed copies with their bid. Addendums can be downloaded from www.loudoun.gov/procurement.

19.3 Exceptions/Additions

No exceptions or additions to the Specifications/Scope of Work or Contract Terms and Conditions shall be permitted. Any questions or concerns regarding any part of the IFB shall be submitted to the Division of Procurement prior to the date specified in the Questions and Inquiries section above. Bids containing any exceptions to the

Specifications/Scope of Work or Contract Terms and Conditions or submitting additional Terms and Conditions shall be deemed non-responsive and rejected. Exceptions or additions proposed after bid submission by the successful bidder shall not be accepted.

19.4 Inspection of Site

All bidders must make an on-site inspection of the location where the work will be performed to become completely familiar with the existing conditions. Failure to comply with this requirement will not relieve the successful bidder of his obligation to carry out the scope of the resulting contract. The project site is open for inspection by bidders from 9:00 a.m. to 5:00 p.m., Monday through Friday. Bidders do not need to obtain approval from the County before inspecting the site.

19.5 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date.

19.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to §2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the Contract and are of a "Material" nature.

19.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with bid.

19.8 Withdrawal of Construction Contract Bid Due to Error

A bidder for a construction Contract may withdraw its bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing of its claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.

19.9 SubContractors

Please refer to Article 5: SubContractors, of the *County of Loudoun General Conditions of the Building Construction Contract*.

19.10 Late Bids

LATE bids will be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address is shown on the container.

19.11 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Invitation to Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

19.12 Prohibition as SubContractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

19.13 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services and construction shall give preference to goods, services and construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

19.14 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti Trust violations.

19.15 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based upon the lump sum.

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident Contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident Contractor of a state with an absolute preference, the bid preference shall not be considered.

19.16 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a Contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

19.17 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, 20175.

19.18 Protest

Bidders may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

19.19 Construction Contract Bid Security

Bid security is required for this project. Bid security shall be a bond provided by a surety company selected by the bidder and authorized to do business in Virginia, or the equivalent in cash, or otherwise supplied in a form satisfactory to the County. Bid security shall be in an amount equal to at least five percent (5%) of the amount of the bid. Non-compliance with this provision requires that the bid be rejected unless it is determined that the bid fails to comply in a non-substantial manner the security requirements.

19.20 Construction Contract Bond Forms and Copies; Alternative Forms

In lieu of a bid, payment or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination

that the alternative form of security proffered affords the same protection to the County equivalent to the corporate surety bond.

19.21 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

19.22 Proof of Authority to Transact Business in Virginia

A bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Any bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

19.23 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid. In the event of Contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

19.24 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

19.25 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Terms and Conditions contained herein.

19.26 Use of Brand Names

Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character,

and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If a bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete descriptions must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the bid shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, they will be required to furnish the brand names, numbers, etc., as specified. No products will be approved or reviewed prior to bid.

19.27 Descriptive Literature – Sports Field Lighting

If your bid is for a brand name of sports field lighting other than Musco, your bid shall include documentation and certify that the sports field lighting products being offered meet or exceed the minimum specifications contained in the plans and specifications of this IFB. Failure to include this information with your bid may result in the entire bid being considered unresponsive. The County, at its sole discretion will determine which sports field lighting products meet the IFB plans and specifications. Please refer to section 19.26 for more information on bidding on alternative manufacturers. In addition, for a brand name product other than Musco the following specific information must be provided:

- A. Letter and Certification. Provide a cover letter certifying that the sports field lighting products being offered meet or exceed the minimum specifications contained in the plans and specifications of this IFB and lists all the information being submitted to include the name of the supplier's local representative.
- B. Identify any changes to the lighting design to include Outline of field being lighted. Poles to be installed per contract documents. Initial and maintained luminance levels at grid spacing specified. Pole height (maximum of 90 feet), number of fixtures per pole, as well as luminaire information including wattage, lumens and optics. Height of meter above field surface (z). Provide a summary table showing the number of grid points; average, minimum and maximum luminance levels in foot candles (fc); uniformity including maximum to minimum ratio, coefficient of variance and uniformity gradient; number of luminaries, total kilowatts, average tilt factor; and light loss factor.

- C. Off Field Lighting Design to include lighting design drawing showing initial vertical spill light levels as defined in the plans and specifications. Vertical illumination levels shall not exceed values defined in Specifications.
- D. Luminaire Aiming Diagram to include drawings showing each luminaire aiming point on the field and the poles on which the luminaires are mounted. Each aiming point shall identify the type of the luminaire.
- E. Pole foundation design: provide a sketch of the worst case foundation anticipated for this project.
- F. Installation brochures and product information to include complete installation instructions with pictures and diagrams showing step-by-step installation and a complete set of product brochures including a complete parts list and UL listings.

19.28 Legal Action

No bidder or potential bidder shall institute any legal action until all statutory requirements have been met.



Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor, MSC #41C
Leesburg, Virginia 20175

PRICING PAGE

EASTGATE PARK AND RIDE LOT

The firm of _____ hereby offers to achieve substantial completion of the Eastgate Park and Ride Lot project in accordance with this Invitation for Bid within 300 calendar days after the date on the Notice to Proceed.

Athletic Field Lighting Manufacturer offered: _____

Base Bid

Construction of the East gate Park and Ride \$ _____

Unsuitable Soil Remediation (including rock)
(Extended Price for the Unit Price Item below) +\$ _____

Lump Sum =\$ _____

Unit Price Items

NOTE: The Lump Sum shall include the extended price of the Unit Price item listed below. (Refer to Section 1.0 of this IFB.)

Bidders shall give unit price and extended price for the item listed below. The Unit Price Items, quantities, and extended prices **are included** in the lump sum and used for bid evaluation purposes only; if the actual quantities, as measured by field survey, are above/below those shown above, then the unit price will be used for addition/credit to the Contract amount.

<u>Item</u>	<u>Estimated Qty.</u>	<u>Unit Price</u>	<u>Extended Price</u>
Unsuitable Soil Remediation (including rock)	1,000 cyd	_____/cyd	+\$ _____

Unsuitable Soil Remediation (including rock) below subgrade includes the excavation, haul-off, and disposal of unsuitable soils and the import, placing and compacting of suitable soils in accordance with the project specifications.

Attention bidders: Do not take any exceptions or make any qualifications to your bid.

Bidder shall indicate below its intended use, or nonuse of the escrow provisions available:

I **DO** _____ OR I **DO NOT** _____ WISH TO USE THE ESCROW ACCOUNT FOR RETAINED FUNDS AS PROVIDED FOR IN THIS BID DOCUMENT.

- A. Return the following with your bid. If bidder fails to provide with their bid, items shall be provided within twenty-four (24) hours of bid opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (19.23):	_____
2. Certificate of Insurance (19.24):	_____
3. Addenda, if any (Informality) (19.11):	_____
4. Superintendents Resume	_____
5. Geotechnical Report Release Form (Page 26):	_____

- B. Failure to provide the following items with your bid shall be cause for rejection of bid as non-responsive and/or non-responsible. It is the responsibility of the bidder to ensure that it has received all addenda and to include signed copies with their bid (18.2).

ITEM:	NCLUDED: (X)
1. Addenda, if any (19.2)	_____
2. Payment Terms:	_____ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form (Page 23):	_____
4. Bid Bond:	_____
5. Minimum Qualifications (3.0)	_____
a. References (3.1)	_____
b. Self-Performance Explanation/Approach on form provided (3.2 & Pages 24 & 25)	_____
6. Descriptive Literature (19.26 & 19.27) (If manufacturer other than Musco Sports Field Lighting Products)	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail Address: _____

Name of person authorized to bind the Firm (19.7): _____

Signature: _____ Date: _____

Address: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Terms and Conditions as contained herein



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

Self Performance Explanation/Approach

(Insert Company Name Above)

In the space provided below, explain how you will comply with the requirement to self-perform twenty-five percent (25%) of the value of the Work. For example: list the trades that you typically self-perform; provide information on full-time employees by trade/craft/category that you anticipate utilizing in the performance of the Work; provide examples of equipment you own or lease that employees operate; etc. *Please limit your explanation/approach to the two (2) page space provided*

Self Performance Explanation/Approach (Continued)

ACKNOWLEDGEMENT

Geotechnical/Geophysical Release Form

This form shall be signed and submitted prior to obtaining plans and specifications from the Division of Procurement. CD's will not be released if a signed form has not been submitted.

As evidenced by the Bidder's signature below, the attached Geotechnical and/or Geophysical Engineering Report(s) dated December 11, 2012 with Addendum Number 1 dated January 16, 2013 a, related to IFB QQ-01853, East Gate Park and Ride (Project), is being made available to the Bidder in good faith in order to apprise the Bidder of the information within the possession of the County. The Bidder understands that these report(s) are for informational purposes only and are not part of the Contract and the County provides no warranty as to the accuracy, completeness, or correctness of such report(s). These report(s) were developed for design purposes only. The Bidder agrees to indemnify and hold harmless the County from any costs, claims, extension of Contract time, or liabilities of any kind resulting from the use of these reports.

This information should only be used by the Bidder to facilitate preparation of the price proposal and should not be solely relied upon for preparation of the bid or other incidental costs or additional Contract time associated with the construction of this Project. By making this information available, the County is not classifying the site. Additionally, this information is not a substitute for personal and independent investigation, interpretation, and judgment by the Bidder. A complete design level geotechnical investigation can be performed by the successful Bidder to verify and augment the information included herein. In the event the Bidder elects not to perform his/her own investigation of the subsurface conditions prior to the submission of the Bid, the Bidder will relinquish the County from any liability, extension of Contract time, or cost associated with this decision. It is the obligation of the Bidder to make his/her own interpretation of all subsurface data that may be available and satisfy himself/herself, through his/her own independent investigation, as to the nature, condition, and extent of the material to be excavated, graded, or driven through or any other geotechnical aspect of this Project.

The submission of a Bid shall be considered conclusive evidence that the Bidder has satisfied himself/herself as to the subsurface conditions that could be encountered in performing the work for the Project.

FIRM NAME: _____

Principal or authorized representative (Print Name)

Date

Principal or authorized representative (Signature)

Date

ACKNOWLEDGEMENT

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01853

Please take the time to mark the appropriate line and return with your bid.

<input type="checkbox"/> Associated Builders & Contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01853

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

Please return completed form to: Patty Cogle • Procurement •

(Proposed)

COUNTY-CONTRACTOR AGREEMENT

THIS AGREEMENT for construction of the Eastgate Park and Ride Lot, herein after referred to as the "Project", executed in three (3) originals, effective this _____ day of June, 2014, is by and between **COUNTY OF LOUDOUN, VIRGINIA** (herein referred to as the "County"), and _____ (herein referred to as the "Contractor").

In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the County and Contractor.

This Agreement consists of and incorporates by reference the following attachments:

- | | |
|--------------|--|
| Attachment 1 | The County's Invitation for Bid No. QQ-01853 dated April 1, 2014, including any addenda. |
| Attachment 2 | The Contract Plans, Specifications and General Conditions, including any addenda. |
| Attachment 3 | The Contractor's bid dated _____. |

In the event that Attachment 3 contradicts or limits this Agreement or Attachments 1 and 2, this Agreement and Attachments 1 and 2 shall prevail.

Article 1

ARCHITECT/ENGINEER

- 1.1 The Architect/Engineer (hereinafter referred to as the "A/E" and as defined in the General Conditions) shall be Pennoni Associates, formerly known as Patton Harris Rust & Associates, whose address is 208 Church Street S.E., Leesburg, Virginia. Provided, however, that the County may, without liability to the Contractor, unilaterally amend this Article from time to time by designating different person or organization to act as its A/E and so advising the Contractor in writing, at which time the person or organization so designated shall be the A/E for purposes of this Contract.

Article 2

TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The Contractor shall commence the Work upon the date established in the Notice to Proceed. Notice to Proceed will be issued as defined in Article 8.0 of the General Conditions.
- 2.2 Time is of the essence in this Agreement.
- 2.3 The Contractor shall achieve Substantial Completion, as defined in the General Conditions no later than 300 calendar days after the date established in the Notice to Proceed. This time period shall be designated the Contract Time.
- 2.4 The Contractor shall also complete the following activities of Work within the interim Milestone dates indicated, as applicable:

ACTIVITY:

Substantial Completion / Certificate of Occupancy

DATE:

300 Calendar Days after the date established in the Notice to Proceed

Completion of all punch list work

30 Calendar Days after Substantial Completion

- 2.5 The liquidated damages incurred by the County due to the Contractor's failure to complete the Work within the Contract Time, including any extensions thereof, and each Milestone designated in Article 2.4 above, within the applicable interim Milestone date, shall be as hereinafter stated.

Milestone

Substantial Completion of Project/OP

Completion of all punch list work

Liquidated Damages

\$500 /For Each Consecutive Calendar Day

\$50 /Item/For Each Consecutive Calendar Day

- 2.6 The amount of liquidated damages set forth in Articles 2.5 above shall be assessed cumulatively. This provision for liquidated damages does not bar County's right to enforce other rights and remedies against Contractor, which are otherwise legally enforceable, including but not limited to, specific performance or injunctive relief.
- 2.7 The Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Agreement as they may appear on grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages.

Article 3

CONTRACT SUM

- 3.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the County shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of _____ Dollars (\$_____) (herein referred to as the "Contract Sum").

Article 4

PROGRESS PAYMENTS

- 4.1 The Contractor shall provide a Payment Schedule as referred to in section 9.6.3 of the General Conditions.
- 4.2 The Contractor hereby agrees that on or about the first day of the month for every month during the performance of the Work he will deliver to the A/E a Pay Request Application in accordance with the provisions of Article 9 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the County and Contractor. Payment under this Contract shall be made as provided in the General Conditions.
- 4.3 The Construction Schedule shall be utilized by County, A/E and Contractor for submission, review and approval of monthly Payment Request. The schedule must be updated by Contractor monthly with each progress payment application and submitted to the County and A/E for review with the progress payment application. County shall not be required to process and review Contractor's Application for Payment if Contractor has failed or refused to provide the scheduling update information required herein.

Article 5

OTHER REQUIREMENTS

- 5.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond, Guarantee Bond (as described in section 9.8.5.2 of the General Conditions) and Certification of Insurance as required by the Contract Documents.
- 5.2 To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

- 5.3 A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Article 6

IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 6.1 By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Article 7

ENTIRE AGREEMENT AND SEVERABILITY

- 7.1 This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or changed only by an Amendment or Modification. Nothing contained in the Contract Documents shall create any Contractual relationship between the County, or any agent, consultant, or independent Contractor employed by the County and any sub-Contractor, sub-sub-Contractor, supplier or vendor of the Contractor, but the County shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.
- 7.2 In the event that any provision of this Contract shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Article 8

GOVERNING LAW/FORUM

- 8.1 This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code § 8.01-286.1.

Article 9

COUNTERPARTS

- 9.1 This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

Witness the following signatures:

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
One Harrison Street, S.E., MSC #41C
Leesburg, VA 20175
Phone: (703) 777-0394
Fax: (703) 771-5097

CONTRACTOR

Phone:
Fax:

By: _____

By: _____

Name: Christopher Bresley, CPPB

Name: _____

Title: Contracting Officer

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

ESCROW AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2014, among the **COUNTY OF LOUDOUN, VIRGINIA** ("County") and _____ ("Contractor") and _____ a trust company, bank, or savings and loan institution with its principal office located in Virginia ("hereinafter referred to collectively as "Bank"); and

("Surety"), provides:

I.

The County and the Contractor have entered into a Contract with respect to Project Name _____ Project No. _____ ("Contract"). This Agreement is pursuant to, but in no way amends or modifies, the Contract. Payments made hereunder or the release of funds from escrow shall not be deemed approval or acceptance of performance of the Contractor.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the Contract, the County Treasurer is required thereby to retain certain amounts otherwise due the Contractor. The Contractor has, with the approval of the County, elected to have these retained amounts held in escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be deemed a party to, bound by, or required to inquire into the terms of the Contract or any other instrument or agreement between the County and the Contractor.

III.

The County shall from time to time pursuant to the Contract pay to the Bank amounts retained by it under the Contract. Except as to amounts actually withdrawn from escrow by the County, the Contractor shall look solely to the Bank for the payment of funds retained under the Contract and paid by the County to the Bank.

The risk of loss by the diminution of the principal of any funds invested under the terms of the Contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this escrow agreement shall not be subject to levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign, pledge, discount, sell or otherwise transfer or dispose of its interest in the escrow account or any part thereof, except to the Surety.

IV.

Upon receipt of checks or warrants drawn by the County Treasurer and made payable to it as escrow agent, the Bank shall promptly notify the Contractor, negotiate the same deposit or invest and reinvest the proceeds in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.

V.

The following securities, and none other, are approved securities for all purposes of this Agreement:

- (1) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills.
- (2) Bonds, notes and other evidence of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (3) Bonds or notes of the County of Loudoun,
- (4) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A," and
- (5) Certificates of deposit issued by commercial Banks located within the Commonwealth of Virginia, including, but not limited to, those insured by the Bank and its affiliates,
- (6) Any bonds, notes or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder which matures more than five (5) years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

The Contractor may from time to time withdraw the whole or any portion of the escrowed funds by depositing with the Bank approved securities in an amount equal to, or in excess of, the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.

Upon receipt of a direction signed by the Loudoun County Purchasing Agent, the Bank shall pay the principal of the fund, or any specified amount thereof, to the Treasurer of Loudoun County for deposit to the appropriate fund and account within the County's approved accounting structure. Such payment shall be made in cash as soon as is practicable after receipt of the direction.

Upon receipt of a direction signed by the Loudoun County Purchasing Agent, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, to the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder, the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank's fee or any other costs of administration, such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Contract are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

COUNTY OF LOUDOUN, VIRGINIA

CONTRACTOR

Director, Department of Management
& Financial Services

Officer, Partner or Owner

Bank

SURETY

Title

Title

Address

Address